BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

BID ENQUIRY NO:

BESCOM/GM-DAS/CCRV/23-24/03 Dated: 19.05.2023

Instructions to Bidders

VOLUME 1, SECTION II

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Instructions to Bidders (ITB)

A. INTRODUCTION

1. GENERAL INSTRUCTIONS

The Bengaluru Electricity Supply Company, Bengaluru hereinafter called BESCOM / 'Owner' will receive bids in respect to **Availing the hired vehicle services (24X7) required for both control centers (HSR& Rajajinagar) of DAS, BESCOM for a period of one year**. All bids shall be prepared and submitted in accordance with these instructions.

Qualifying Requirements of Bidders:

Eligibilities and Qualifying Requirement for Bidders: As enumerated in IFB - 17.0.

2. COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of their bid including pre- bid and post-bid discussions, technical and other presentations etc., and owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

3. CONTENTS OF BIDDING DOCUMENTS

3.1. The goods and services required, bidding procedures and Contract terms are prescribed in the Bidding Document. In addition to the Invitation to Bids, the Bidding Document is a compilation of the following Sections:

Bid Documents	Bid Documents in the following format will be available in the web site.
	Volume-I
	Section 1 - IFB-Invitation for Bids
	Section 2 - ITB-Instructions to Bidders
	Section 3 - GCC-General Terms and Conditions of Contract
	Section 4 - Annexures

4. UNDERSTANDING OF BID DOCUMENTS

4.1. A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of works or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of their bid.

5. CLARIFICATIONS ON BID DOCUMENTS

5.1. If the prospective Bidder finds discrepancies or omissions, in specifications and documents or if the bidder is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to the owner in triplicate. The owner, then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation for Bids. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal.

5.2. A prospective Bidder requiring any clarification on Bidding Documents may notify the Owner in writing. Owner will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than the date indicated in Section-IFB and the e-Procurement portal (https://kppp.karnataka.gov.in). Clarifications / Amendments / Corrigendum will be issued through the e-Procurement portal, if found necessary.

5.3. Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to THE **GENERAL MANAGER (DAS,TIC & SG)** BESCOM, BICC1 2nd SECTOR, 24th MAIN 17th CROSS, HSR LAYOUT,BENGALURU-560102 on or before the date and time as mentioned in the e-Procurement platform.

5.4. All the interested bidders who require clarifications on any aspect of this tender documents, should send their queries in writing on or before 10.07.2023

5.5. The queries shall be dealt at any time prior to the deadline for submission of the bid (techno commercial and financial) or extended date, if deemed necessary, BESCOM reserves the

right to add/modify/delete any portion of this document by issue of an amendment. The amendment will be issued in e-procurement portal and such amendment will be binding on bidders.

5.6. Letters seeking clarifications received subsequent to the mentioned date will not be entertained. Interested Bidders may also submit online queries through the e-Procurement platform and need to mention their firm credentials along with online queries.

5.7. Verbal clarification and information given by the owner or his employee(s) or his representative(s) shall not in any way be binding on the owner.

6. AMENDMENT TO BIDDING DOCUMENT

6.1. At any time prior to the deadline for submission of bids, owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment (s).

6.2. The amendment will be issued in e-procurement portal and the same shall be made available against the published tender in the e-Procurement system. BESCOM will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

6.3. In order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bids, owner may, at its discretion, extend the deadline for the submission of bids.

6.4. Such amendments, clarifications, etc., shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

7. LANGUAGE OF BID

7.1. The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and owner shall be written in *the* ***English or Kannada language*** only. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

8. LOCAL CONDITIONS

8.1. It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. Owner shall not entertain any request for clarifications from the Bidders, regarding such local conditions.

8.2. It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to the Contract, awarded under these specifications and documents, will be entertained by the owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

9. DOCUMENTS COMPRISING THE BID

9.1. The Bidder shall complete the Bid Form furnished in the Bidding Documents as detailed in clause 3.0 above, indicating for services to be provided with a brief description of the services, quantity and prices.

9.2. The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualifying Requirements as detailed in Clause 1 above and Clause 17 of IFB.

9.3. The Tender Processing Fee and Bid Security shall be in accordance with Clause 15 of Section IFB

9.4. Bids containing deviations from provisions relating to the following clauses will be considered as non-responsive:

a) **Bid Guarantee:** Clause 15, Section II, Volume 1
b) **Price Basis and Payments:** Clause 11, Section II, Volume 1 & Clause 25, Section III, Volume 1
c) **Contract Performance Guarantee:** Clause 30, Section II, Volume 1 & Clause 23, Section III, Volume 1
d) **Payment:** Clause 25, Section III, Volume 1
e) **Liabilities:** Clause 28, Section III, Volume 1

9.5. The Bidder shall complete all the Schedules & Annexure in the Bid Proposal Sheets, Technical Data Sheets, and Price Sheets (Electronic Mode Only) and specified elsewhere. While furnishing Qualifying Data, only the list of executed Works, similar in nature to the tendered Scope of Work, shall be furnished. Owner's determination of a bid's responsiveness is

to be based on the contents of the bid itself without recourse to extrinsic evidence.

10. BID PRICE

10.1. The Bidder shall indicate the ***"Amount for the each vehicle per month inclusive of taxes, driver and fuel for 2500km"***.

10.2. Any alteration in the rates etc., will not be allowed on any grounds, such as mistake, misunderstanding etc., after the Bid has been submitted.

10.3. For additional km beyond 2500km, the bidders are requested to quote the rate per Km for every addition Km.

10.4. The bidder will not be entitled for any other charges, allowances or weightages apart from the quoted rates.

10.5. The Bidder shall quote only in **Indian Rupees**.

11. PRICE BASIS

11.1. The price shall be on **FIRM** basis.

11.2. The hiring charges quoted by the bidder will be inclusive of fuel cost, lubricants, spare parts, maintenance, salary of the drivers/staffs, GST and payment of insurance/road/state taxes/permit/certificate, etc.

11.3. In addition to the above, "The service provider shall be responsible for ensuring compliance with the provisions related to Labor Law(Central/state) and specially Minimum Wages Act Payment of wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labor(R&A) Act, Workmen Compensation Act etc. as applicable from time to time. The employees of the service provider shall not be deemed to be the employees of the BESCOM.

12. TAXES AND DUTIES

12.1. The prices quoted by the bidder shall be inclusive of all applicable taxes & duties.

12.2. While quoting the rate for the services to be supplied, the bidder should take in consideration all levies, GST etc. applicable and payable on the services. The bidder shall take

into consideration the taxes on labor charges the GST, EPF, ESI where ever applicable. These shall be on Bidder's account and no separate claim on this behalf shall be entertained by the owner either during the contractual period or during the extended period if any.

12.3. Any such Taxes, Duties, Levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the owner.

12.4. The Owner will deduct Tax at Source as per applicable law from the proceeds payable to the Contractor. The Owner shall not bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made.

12.5. As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the Owner shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of Law.

12.6. Before quoting, the Bidder shall ascertain from the concerned Tax Authorities of Government of Karnataka, the applicability of GST etc. in respect of this Package and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these Taxes.

12.7. GST/Confessional Sales Tax declaration forms, as admissible, would be issued to the Contractor, on request.

12.8. For any increase towards the Statutory Variation regarding enhancement of existing Tax or Duty or introduction of a new Tax or Duty applicable shall be entertained by the owner during the extended period of contract, if any, if extension of the Contract is required due to the causes attributable to the Contractor.

12.9. Any increase in taxes shall be borne by the owner and any reduction shall be passed on to BESCOM.

12.10. The Owner will deduct Taxes applicable at Source as per applicable law from the proceeds payable to the Contractor.

13. INSURANCE

13.1. The Bidder's insurance liabilities pertaining to the scope of contract are detailed out in Clauses titled 'Insurance' in General Terms and Conditions of Contract (GCC) of this Volume I. Bidder's attention is specifically invited to these

clauses. Bid price shall include all the costs in pursuance of fulfilling all the insurance liabilities under the Contract.

14. PROVIDING UNIFORM TO THE DRIVERS

14.1. The bidder should clearly understand that all the drivers of the vehicles shall be given white uniform when on duty with BESCOM during the contract period. The cost of the same shall be borne by the bidder.

15. BID GUARANTEE (EMD)

15.1 The eligible bidders who wish to participate in the tender shall have to pay the non-refundable tender processing fee & EMD.

a) Tender processing Fee means the non-refundable fee specified by the competent authority (e-Governance) to be paid by the individual Bidder for participation in tenders floated on the Karnataka Public procurement portal https://kppp.karnataka.gov.in.

b) Bids shall be accompanied by Tender Processing Fee, for an amount as mentioned in the e-Procurement platform, and EMD for an amount as indicated under shall be submitted through any of the four e-payment modes mentioned in the e-procurement Portal.

The EMD for the tender is Rs **50,000 (Rupees Fifty Thousand Only)**

c) Permanent EMD holders (if any) for Turnkey Projects with BESCOM are **Not exempted** from furnishing the EMD. **PEMD HOLDERS SHOULD ALSO FURNISH EMD.**

d) Government/Quasi Government/Public Sector undertakings are not exempted from furnishing the EMD. However, GoI/GoK undertakings like MECON, KAVIKA, MEI etc., are allowed to pay the stipulated EMD against individual tenders in the form of Bank Guarantee.

e) **Up to Rs. 10.00 Lakhs:**

The EMD Payment up to Rs. 10 lakhs same shall be made through any of the following four modes of e-Payment.

- Credit Card

- Direct Debit
- NEFT / RTGS
- Over-the-Counter (OTC)

Note: In e-Procurement Portal Contractor has the option of withdrawing the Bid by digitally signing to withdraw/cancel bid before the bid submission time /Date.

Earnest Money Deposit paid by the unsuccessful Bidders will be returned as soon as possible after the tender has been finalized.

Earnest Money Deposit of the successful Bidder will be refunded after fulfilment of the Security Deposit Clause. The deposit towards EMD shall not carry any interest. Permanent EMD will not be considered.

15.2 EMD FORFEITURE

a) If the Bidder withdraws his bid during the period of bid validity specified by the Bidder in the bid form; or In case of successful Bidder, if the agency fails to sign the contract in accordance with the terms of the tender document.

b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.

c) Fails or refuses to honour his own quoted prices for the services or part thereof.

16. PERIOD OF VALIDITY OF BIDS

16.1 Bids shall remain valid for not less than 180 days after the date of bid opening prescribed by the owner unless otherwise specified in the Contract. A bid valid for a shorter period will be rejected as non-responsive.

16.2 In exceptional circumstances, owner may solicit the Bidder's consent for extension of the period of validity. The request and the response thereto shall be made in writing (by email or by letter). The EMD provided under Clause 15 shall also be extended by the same period as the extension in the validity of the Bid. A Bidder granted the request, will not be required or permitted to modify its bid.

17. TIME SCHEDULE

17.1. The basic consideration and the essence of the Contract is strict adherence to the Time Schedule in performing the specified Works.

17.2. The Owner's requirements of Completion Schedule for the Works are mentioned in the accompanying General Conditions of Contract. (Section GCC of the Bid Document). The Completion Schedule as stated in the General Conditions of Contract shall be one of the major factors in consideration of the Bids.

17.3. The Owner reserves the right to request for a change in the Work Schedule during Pre Award discussions with successful Bidder.

18. CONTRACT QUALITY ASSURANCE

18.1. The Bidder shall include in his proposal the Quality Assurance Programme containing the overall Quality Management and Procedures which he proposes to follow in the Performance of the Services during various phases as detailed in relevant Clause of the General Techno commercial Conditions

18.2. At the time of Award of Contract, the detailed Quality Assurance Program to be followed for the execution of the Contract will be mutually discussed and agreed to and such agreed Program shall form a part of the Contract.

D.SUBMISSION OF BIDS

19. MODIFICATION AND WITHDRAWAL OF BIDS

19.1. The Bid shall be submitted in electronic form. No hard copies shall be accepted except the documents mentioned in below clause no: 19.2

19.2. The following Documents are to be sealed in a cover and sent to THE **GENERAL MANAGER (DAS,TIC & SG)** BESCOM, BICC1 2nd SECTOR,24th MAIN ,17th CROSS ,HSR LAYOUT BENGALURU-560 102, so as to reach on or before the last date and time for submission of the bid through e-procurement i.e. on or before 18.07.2023, 16:00 hrs, indicated in the Notification / Section ITB.

1) No Deviation Certificate.
2) Letter of Undertaking
3) Power of Attorney

4) Any other agreements/undertakings mentioned in the tender.

Note: Documents indicated in 19.2 shall be signed by the Authorized Persons on the Company seal.

19.3. Any Bid received after the dead line prescribed for submission of Bids will be rejected.

19.4. Further no modification or withdrawal of Bid shall be allowed after the dead line. The **General Manager (DAS,TIC & SG)** will open the Bids on the date & time noted in "Notification Inviting Bids" at the office of THE **GENERAL MANAGER(DAS,TIC & SG),**BESCOM, BICC1 2nd SECTOR,24th MAIN, 17th CROSS ,HSR LAYOUT,BENGALURU-560 102

20. SIGNATURE OF BIDS:

20.1. The Techno Commercial and Price Sheets must contain the Name, Address of Residence and Place of Business of the Persons or Persons making the Bid and the name of the Authorized Persons. However, the Documents indicated in Clause 19.2 supra shall be signed by Authorized Persons (except for Bid Security).

20.2. Bid by Partnership Enterprises must be furnished with Full Names of all Partners.

21. DEADLINE FOR SUBMISSION OF BIDS:

21.1. Bid shall be uploaded to the e-procurement portal on or before the last date and time for submission of Bids indicated in Notification in IFB.

21.2. The Owner may, at his discretion, extend this deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

22. LATE BIDS:

22.1. Any Bid uploaded by Bidder after the Time and Date fixed or extended for submission of Bids prescribed by the Owner, will be rejected and not considered for evaluation.

E. BID OPENING AND EVALUATION

23. OPENING OF BIDS & CHECKS

23.1. Opening of bids will be carried out as per the schedule notified in the E-procurement portal. The **General Manager (DAS,TIC & SG) will open the bids on the specified date & time.**

23.2. The **General Manager (DAS,TIC & SG**) will examine the Bids to determine whether

i. They are complete
ii. The bidder satisfies the eligibility criteria
iii. The required sureties have been furnished
iv. The documents have been properly signed
v. The bids are generally in order.

23.3. Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24. EVALUATION OF THE TENDERS:

24.1. Techno commercial evaluation

24.1.1. A substantially responsive bid shall be one, which is in conformity to all the terms and conditions of the bidding documents without deviations.

24.1.2. The techno commercial bids shall be evaluated generally on the following points but not restricted to the same:

i. EMD Declaration,
ii. Qualifying Requirements,
iii. Completeness of the offer to carry out all the works as per requirement.
iv. Acceptance of payment terms & confirmation to all terms and other commercial conditions etc., as specified in the terms and conditions of the bid.

24.1.3. All Techno commercially Responsive Bids shall then be examined to determine the LOWEST EVALUATED COMMERCIALLY AND TECHNICALLY RESPONSIVE BIDS.

24.1.4. A Bid determined as substantially non-responsive will be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

24.2. **Financial Evaluation**

24.2.1. The financial evaluation shall be carried out for the bids which are qualified as techno commercially responsive and valid.

24.2.2. The owner will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids.

24.2.3. The evaluation shall be on the basis of Hiring Rate per vehicle per month quoted and also any discounts offered by the Bidder.

24.2.4. The rates quoted w.r.t extra Km (per Km rate) beyond 2500 Km in the price schedule, will not be considered for evaluation purpose. However, these quoted rates should not be un-reasonable and decision of the BESCOM in finalizing these rates after negotiation (if necessary) will be final and binding.

24.2.5. The Owner will evaluate and compare bids on the basis of a Bid or a combination of Bid in a manner most advantageous to the Owner, and award of Contract(s) would be made to the bidder(s) for the bid on the basis of Hiring Rate per Vehicle per month quoted for the services as per provisions of the Bidding Documents.

25. CONTACTING THE OWNER

25.1. Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the owner and/or his employees/representatives on matters related to the bids under consideration. The Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

25.2. No Bidder shall contact the Owner on any matter relating to its Bid, from the time of the bid opening to the time the contract is awarded.

25.3. Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in disqualification.

F. AWARD OF CONTRACT

26. AWARD CRITERIA

26.1. The Owner will award the Contract to the successful Bidder whose bid has been determined to be responsive and has been determined as the lowest bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Owner shall be the sole judge in this regard.

26.2. While awarding the Contract to the successful bidder, the approved Rate per vehicle per month will be final for arriving at the total contract price.

Note: The successful bidder shall be entirely responsible for payment of all taxes, levies, duties, license fees, etc., incurred for providing the services to BESCOM. The successful bidder shall pay all types of fees, levies, taxes, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority. The successful bidder shall in compliance with the above keep BESCOM indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, Regulation or bye-law. Nothing in the contract shall relieve the successful bidder from his responsibility to pay any tax that may be levied by the Government on the turnover / profits etc., made by him in respect of the contract.

26.3. Notwithstanding the above, if it is found that the performance vis – a - vis work awarded to the Bidder by BESCOM is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its Bid at any stage of processing of the Bid.

26.4. Bidder shall note that BESCOM may not award the work to successful bidder, even if it is lowest quoted offer (L1), if in opinion of BESCOM based on its experience, the firm may not perform well in execution of work and may delay in execution because of its existing works on hand.

27. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

27.1. The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the owner's action.

28. NOTIFICATION OF AWARD

28.1. Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful Bidder in writing by registered letter or by mail, to be confirmed in writing by registered letter that its bid has been accepted.

28.2. The notification of the award will constitute the formation of the Contract.

29. SIGNING OF CONTRACT

29.1. At the same time, as the owner notifies the successful Bidder that their bid has been accepted, the owner will send the Bidder the detailed Letter of Award, incorporating all agreements between the parties.

29.2. Within 15 days on receipt of the detailed Letter of Intent, the successful Bidder shall sign and date the same and return it to the owner.

29.3. The Bidder will prepare the Contract Agreement as per the pro-forma enclosed and the same will be signed within 15 (Fifteen) days of Letter of Intent.

30. CONTRACT PERFORMANCE GUARANTEE

30.1 As a Contract Performance Security, the successful Bidder, to whom the work will be awarded, shall be required to furnish a Performance Guarantee within 15days, after the receipt of LOI or prior to signing of the contract whichever is earlier from in the form of **Bank Guarantee** issued by a Public Sector Indian Bank/Scheduled Commercial Bank (in the second schedule of the RBI Act-1934) and the Bank should be covered under jurisdiction of Indian laws, in favor of **General Manager (DAS,TIC&SG)BESCOM,Bengaluru.**The Contract Performance Guarantee amount shall be equal to **TEN percent (10%) of the Total awarded Contract Value** and it shall guarantee the faithful Performance of the Contract in accordance with the Terms and Conditions specified in these Documents and Specifications. The Guarantee shall be valid up to **90 days after the end of contract Period.**

30.2. The Performance Guarantee shall cover additionally the following guarantee(s):

30.2.1. The successful Bidder guarantees the successful and satisfactory Vehicle services under the Contract, as per the specifications and documents.

30.3. The Contract Performance Guarantee is intended to secure the performance of the entire Contract.

30.4. The Performance Guarantee will be returned to the Contractor without any interest at the end of stipulated period, unless otherwise specified in the Contract.

30.5. In the event of the bidder being unable to provide service during the contract for whatever reason, BESCOM shall revoke the PBG. BESCOM shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default

30.6 BESCOM shall also be entitled to make recoveries from the Bidder bills, PBG or any other payment due, in case of any error/ omission on bidder's part.

General Manager (DAS,TIC & SG)

BESCOM